



REQUEST FOR PROPOSAL (RFP)

Operable Doors, Gates, and Automatic Door Openers Preventative Maintenance and Repair Services

RFP Number:	13-0428	Contracting Officer:	Sandra Rogers
Proposal Due Date:	March 6, 2013	Pre-Proposal Conference Date:	Not applicable to this solicitation
Proposal Due Time:	3:00 PM	RFP Issue Date:	February 11, 2013

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.15
Indemnification/Insurance:	See Section 1.7
Pre-Proposal Conference/Walk-Thru:	Not applicable to this solicitation

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to select a qualified vendor to provide full maintenance and repair services portal to portal, including trip charges, to the interior and exterior Roll-Up Doors, Overhead Doors, Sliding Doors, Sliding and Swinging Motorized Gates, and Automatic Openers, including all associated components. This work shall take place at locations throughout Lake County in conjunction with the County's needs to ensure that these systems are operational 24 hours a day, 7 days a week. Maintenance and repair services shall include, but not be limited to, the following items: rollers, guides, tracks, weather-stripping, springs, cables, cable drums, electric eyes, sprockets, chain hoists, belts, motors, keypads, wireless remote operators, electrical switches, ground loops, etc. The vendor shall make, at a minimum, biannual preventative maintenance inspections and shall take total responsibility for the operation and repair of Roll-Up Door, Overhead Door, Sliding Doors, Sliding and Swinging Motorized Gates, and Automatic Openers identified in this proposal. The vendor shall assume all responsibility for services, maintenance, repairs, labor, parts, including all costs, and the liability or exposure to claims in the event of accidents or injuries required to keep the Doors, Gates, and Openers operating safely and efficiently. The Contractor shall not be responsible for the high voltage electrical from the point of connection at the operator/unit, or motor if not part of the unit, back to the electric panel.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Sandra Rogers, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications of proposed personnel.
2. Proposed materials and plans to accomplish task.
3. Proposed costs / fee schedule.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

Section 1.4.1: Pre-Proposal Conference / Site Visit

Not applicable to the RFP

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: CPI. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.8: Bonding Requirements

Not applicable to this solicitation

Section 1.9: Completion/Delivery

As specified in Statement of Work

Section 1.10: Acceptance of Goods or Services

As specified in Statement of Work

Section 1.11: Warranty**A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year or that offered by the manufacturer, whichever is greater, after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County,

within three (3) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within three (3) calendar days of receipt of the second notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

Section 1.12: Delivery and Completion of Solicitation Response**Section 1.12.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.12.2: Completion Requirements for Request For Proposal (RFP)

Two (2) original proposal(s) and one (1) complete copy of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover

sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with firm.
 - Education and formal training, including certifications.
 - List examples of previous work completed for other company's or municipalities.
- D. Any required licenses or permits.

Tab 2 - Proposed Solution Description(s)

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering.
- B. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous seven (7) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 7 - Other Information

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

Tab 8 - Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 9 - Completed Pricing Back-up Section

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- Provide any required bond.

Tab 10 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 11 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.13: Additional Facilities May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.14: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.15: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.16: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and

organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.17: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project.

Section 1.18: Hourly Rate

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.19: Local Office Shall be Available

The vendor shall maintain an office within the geographic boundaries of Central Florida, which shall be defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

Section 1.20: Omission from the Specifications

The apparent silence of any specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.21: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.22: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** user department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County which includes the new information relevant to the specific material.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

Section 1.23: Wage Increases Mandated by Governmental Agencies

When any change in the basic wage rate to be paid to vendor employees being utilized under this contract is mandated by a governmental activity (eg; a change in the Federal Minimum Wage or other governmentally mandated wage structure, the vendor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

SCOPE OF SERVICES

1.GENERAL

Perform all work in accordance with all applicable codes, local ordinances, and requirements of Lake County.

Lubrication used as part of this RFP shall be long lasting, water repellant, and non-conductive such as white lithium grease.

The Vendor shall provide all required labor, fuel, material, permits, plans, engineering, local and state inspections.

2.INITIAL INSPECTION

Within thirty (30) days after the notice to proceed has been issued, the vendor shall inspect all doors/gates so they can provide a detailed individual proposal of all items needed to be repaired or replaced to put each unit into a fully functional condition and meet all current applicable federal, state, and local code requirements for each door and/or gate system. This shall be supplied to the Project Manager via e-mail in a PDF format and shall contain unit costs for all repair items including labor, shall be broken down by location, and shall be derived from the fee schedule listed in the pricing section. The proposal shall also contain justifications if parts are being considered for replacement. If all recommendations are accepted by the County and the work is completed by the vendor, the vendor shall assume **ALL RESPONSIBILITY**, as well as, **ALL COSTS** required to keep the door and/or gate system operable and in the same condition, meeting all current code requirements for the duration of the contract. If recommendations for a particular unit are not accepted by the County, the vendor shall assume **ALL RESPONSIBILITY**, as well as, **ALL COSTS** required to keep the operable door and/or gate system in the same condition as when inspected.

3.DESCRPTION OF WORK

Biannual Preventative Maintenance shall include, but shall not be limited to the following:

- Verify proper operation of all door and gate components including all electrical switches, motors and wireless remote operators. Adjust/repair if necessary.
- Check door and gate panels and sections for weathering or deterioration. Repair as necessary.
- Check and repair/replace, if necessary, weather stripping and seals.
- Check for any damaged panels or sections, sites and rails. Adjust/repair if necessary. Tighten all nuts and bolts.
- Check the condition of all hardware and locks. Lubricate where required and adjust/repair if necessary.

- Check the condition of the horizontal and vertical tracks, guides, and rollers. Adjust/repair if necessary.
- Check and adjust the track spacing.
- Check the condition of the spring counter balance. Adjust/repair if necessary.
- Check the condition of the extension springs. Adjust/repair if necessary.
- Check the torsion spring cables for equal tension and lubricate the torsion springs. Adjust/repair if necessary.
- Check the condition of the cable drum. Adjust/repair if necessary.
- Check and replace, if necessary, frayed cables.
- Check secondary safeties and electric eyes, where applicable, for proper operation. Adjust/repair as necessary
- Check and repair, if necessary, operation of keypads and remote operators (excluding RBH systems).
- Check condition and operation of the chain hoist, sprockets and safety items. Lubricate where required. Adjust/repair if necessary.
- Check the condition of all electric motors, belts, chains, electrical switches and connections. Lubricate motor; tighten nuts, bolts, and connections. Adjust/repair if necessary.
- Adjust squareness of doors in openings
- Cycle doors and gates to assure proper operation
- Perform annual fire roll up door drop testing per NFPA 80, Federal, State, Local or any other authority having jurisdiction.
- Check and, repair if necessary, sensitivity setting of ground loop controls, where applicable, and test for proper operation
- Affix label in a prominent location stating date of the PM and date the next PM is required.
- The Contractor shall install an inspection log sticker at the site upon completion of the work. This sticker shall state the company name, date, technician name, and work completed.

4. MAINTENANCE AND REPAIR

The vendor shall make all repairs, including labor and materials, necessary due to normal wear and tear at their own expense. The County shall only pay for repairs due to abuse or misuse and shall retain the right to obtain competitive prices for repairs of this nature. The vendor shall notify the County in advance of such needed repairs and shall provide a written estimate of cost.

As part of this RFP, the vendor shall supply a labor cost for the installation of a new door/gate in the event that one is damaged beyond repair.

5. BACKGROUND CHECK

The vendor shall provide the County with a complete list of personnel, subcontractors, and representatives of the vendor that shall be utilized in the performance of this contract.

The list shall include, a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida Identification Card/valid passport/valid work visa. Background checks shall be performed by the Lake County Sheriff's Office at no expense to the vendor. At no time shall any person associated with the vendor be granted access to perform work on County property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's Office. All decisions are final. The vendor MUST remove any employee, with access to County facilities, from County service who is convicted of a felony crime during his employment. Failure of the vendor to obtain background checks as specified can result in termination of the contract. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the vendor agrees to this condition by accepting this contract. The vendor shall have enough qualified people with current background checks so as to be able to provide a replacement person capable of completing the work herein described within twenty-four (24) hours.

6. ID BADGES

All workers shall be required to wear an ID badge identifying them as approved vendors at all times while on County property. Lake County will supply the ID badges after an approved background check has been completed. The vendor will ensure that all workers employed under this contract, by the vendor or its subcontractors are scheduled, prior to assignment, for an appointment with the Project Manager, during the County's normal working hours, to get pictures for the ID badges. All new workers must be assigned an ID badge prior to starting work. The vendor should be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

7.SUBMITTALS

The vendor shall provide with their proposal a detailed preventative maintenance plan which shall include, at a minimum, the items prescribed in the Scope of Services section of this RFP, as well as, any additional items necessary to meet the intent and requirements of the scope of services.

Upon award of this contract and prior to any work starting the vendor shall provide copies of Material Safety Data Sheets (MSDS) for all chemicals and/or lubricants to be used for the performance of this work. It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

8. RESPONSE TIME

Upon verbal notification, the emergency response time to any inoperable unit shall not exceed four (4) hours. Non-emergency service response time shall be the next business day. Lake County shall determine which cases warrant emergency response. At no time shall any Roll-Up, Overhead, or Sliding Doors, Sliding or Swinging Motorized Gates, and/or Automatic Openers be inoperable for more than forty-eight (48) hours.

9. WORK SCHEDULE

The vendor shall provide the County's Project Manager with a schedule for all facilities, via e-mail, in PDF format. The vendor shall advise the Project Manager of any changes from this schedule as soon as possible but no later than 9:00 a.m. of the following day that the schedule change was made. This schedule shall be used for the Project Manager to initiate site visits to determine that work has been completed and that the doors/gates are being maintained as required by the Scope of Services.

10. NON-COMPLIANCE INSPECTION

If the vendor does not comply with their schedule as specified in Section 9, the response times listed in Section 8, or fails to repair an inoperable unit within the forty-eight (48) hour time frame listed, the vendor shall be assessed an \$80.00 fee for each new inspection completed by the County. These fees shall be deducted from the vendor's next monthly invoice as a non-compliance fee. The parties agree that the non-compliance inspection fee sum represents a fair and reasonable estimate of the County's actual damages.

11. METHOD OF PAYMENT

The vendor shall submit monthly invoices to the County's Project Manager after all work is completed for the previous month. Routine services shall be charged according to the unit cost as stated in Section 4, Pricing/Certifications/Signatures. The invoice shall list each individual site separately with the date that it was serviced and the technician that completed the work. A separate invoice shall be supplied for any new or replacement units ordered by the County. These invoices shall include all labor, materials, mobilization, equipment, and any other incidentals needed to complete the work and shall be charged according to the cost as stated in Section 4, Pricing/Certifications/Signatures. Invoices shall be submitted electronically in PDF format to the Lake County Facilities and Fleet Management Department. In addition to the general invoice requirements set forth below, the invoice shall reference the specific work element for which billing has been initiated and include a copy of the acceptance document that was signed by an authorized representative of the County at the time the specific work element was accepted. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed or delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

12. BUSINESS HOURS OF OPERATION

Regular working hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. These hours may vary based on need. At no time shall the vendor's work interfere with the day-to-day operation of the County's facilities. Approval from the County's Project Manager shall be obtained if work is to be performed after regular County hours. Emergency Service shall be available seven (7) days a week, 24 hours a day.

13. REPAIR

The vendor shall repair any areas of the site or building damaged as a result of the work being completed by the vendor. This includes, but is not limited to, drywall, paint, sod, trees, plants, sidewalks, curbing, parking lot, irrigation, etc. All repairs are to be made using like materials. The vendor assumes the risk of loss of damage to the County's property as a result of the work performed by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party utilized by vendor.

14. CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.

15. COMPLIANCE WITH FEDERAL, STATE, LOCAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

16. LABOR, FUEL, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise stated in this solicitation the vendor shall furnish all labor, fuel,

equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these

- requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
 - D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
 - E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
 - F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be

governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its

power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their

respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

RFP TITLE: Operable Doors, Gates, and Automatic Door Openers Preventative Maintenance and Repair Services**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:☐ No Addendum was received in connection with this RFP.

PRICING SECTION

No guarantee is expressed or implied as to quantities or dollar amounts that will be used for this project. In no event shall Lake County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

Note: Door types and sizes are given for informational purposes only.

Building Name	Alt. Key	Description	Quantity	Annual Cost Each	Total Annual Cost	Labor Cost for Installation of New Door/Gate
Altoona						
Fire Station 11 (was 46) 47544 SR 19	1246555	Roll Up Doors (3) 12' x 13' Motorized				
			3	\$	\$	\$
Fire Station 14 (was 44) 42700 SR 19	1224799	Overhead Doors (3) 10' x 10' Motorized				
			3	\$	\$	\$
Astor						
Astor Recreational Center 54835 Alco Road	2754648	Roll Up Door (1) 7' x 8"				
			1	\$	\$	\$
Fire Station 10 (was 12) 23023 SR 40	2987898	Roll Up Doors (4) 20' x 14' Motorized				
			4	\$	\$	\$
Clermont						
Fire Station 109 (was 91) 11630 Lakeshore Drive	2603968	Overhead Doors (3) 15'6 x 12' Motorized 20' x 12'				
			2	\$	\$	\$
			1	\$	\$	\$
Fire Station 110 (was 93) 6234 CR 561	2945168	Roll Up Doors (3) 12' x 12' Motorized				
			3	\$	\$	\$
Fire Station 112 (was 94) 16240 CR 474	3799038	Roll Up Doors (6) 14' x 14'6 Motorized				
			6	\$	\$	\$
Sheriff's South Lake Substation 15855 SR 50	3815486	Overhead Doors (2) 12' x 12' Motorized				
			2	\$	\$	\$
		Roll Up Doors (3) 14' x 12' Motorized 16' x 12' Motorized				
			2	\$	\$	\$
		1	\$	\$	\$	
Deland						
Community Center - Forest Hills 31039 Lake Mack Road	2540427	Overhead Doors (2) 14' x 10'				
			2	\$	\$	\$
Eustis						

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 13-0428

Fairgrounds - Ash Ford Bldg. 2101 CR 452	1122767	Roll Up Door (1) 10' x 10'				
			1	\$	\$	\$
Fairgrounds - Clements Bldg. 2101 CR 452	1122767	Roll Up Doors (2) 10' x 10'				
			2	\$	\$	\$
Fairgrounds - Expo Bldg. 2101 CR 452	1122767	Roll Up Door (2) 12' x 13' 5' x 9'				
			1	\$	\$	\$
			1	\$	\$	\$
Fairgrounds - Mayo Bldg. 2101 CR 452	1122767	Overhead Door (1) 10' x 8'				
			1	\$	\$	\$
Fire Station 21 (was 33) 25100 CR 44A	2910208	Overhead Doors (2) 12'6 x 12' Motorized				
			2	\$	\$	\$
		Roll Up Doors (2) 12'6 x 12' Motorized				
			2	\$	\$	\$
Fire Station 27 (was 42) 19212 SR 44	2598859	Overhead Doors (4) 12' x 12' Motorized 12' x 12'				
			3	\$	\$	\$
			1	\$	\$	\$
Sheriff's Vehicle Maintenance 1925 Mc Donald Avenue	1006252	Overhead Doors (17) 14' x 14' 11' x 8' 12' x 8' 8' x 8' 8' x 10'				
			4	\$	\$	\$
			5	\$	\$	\$
			1	\$	\$	\$
			6	\$	\$	\$
			1	\$	\$	\$
		Overhead Door (1) 9' x 7'				
			1	\$	\$	\$
		Sliding Gate (1) 20' x 8' Motorized (RBH System)				
			1	\$	\$	\$
Ferndale						
Fire Station 83 15303 Ferndale Community Rd.	1590655	Roll Up Doors (2) 12' x 12' Motorized				
			2	\$	\$	\$
Fruitland Park						
Fire Station 53 (was 62) 2505 Spring Lake Road	2585196	Overhead Doors (3) 12' x 12' Motorized				
			3	\$	\$	\$
Groveland						
Communications Maintenance Facility 20415 Independence Blvd	1390885	Roll Up Doors (6) 14' x 16' Motorized				
			6	\$	\$	\$
Fire Station 111 (was 98) 8805 Bay Lake Rd (CR 565)	3793530	Overhead Doors (2) 14' x 12' Motorized				
			2	\$	\$	\$

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

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Sheriff Empire Church Rd Warehouse 12345 Dry Fork Road	2822317	Roll Up Doors (5) 12' x 12' 10' x 16'				
			2	\$	\$	\$
			3	\$	\$	\$
Vehicle Maintenance Facility (New) 20423 Independence Blvd	1390885	Roll Up Doors (7) 14' x 16' 14' x 15' 10' x 12' 11' x 12'				
			2	\$	\$	\$
			1	\$	\$	\$
			3	\$	\$	\$
			1	\$	\$	\$
		Swinging Gate (1) 20' x 8'				
		1	\$	\$	\$	
Lady Lake						
Fire Station 52 (was 61) 306 W. Hermosa Street	1120845	Overhead Doors (4) 12' x 12' Motorized 12' x 12'				
			3	\$	\$	\$
			1	\$	\$	\$
Fire Station 54 (was 66) 6200 Lake Griffin Road	3343620	Roll Up Doors (4) 12' x 12' Motorized				
			4	\$	\$	\$
Leesburg						
Area I Road Maintenance 2310 W. Griffin Road	1171245	Roll Up Doors (3) 14' x 14'				
			3	\$	\$	\$
BCC Warehouse #1 32400 CR 473	1184517	Roll Up Doors (6) 8' x 8' 8' x 10' 10' x 12'				
			2	\$	\$	\$
			2	\$	\$	\$
		Sliding Gate (1) 24' x 8' Motorized (AAS Keypad)				
			1	\$	\$	\$
Clerk's Warehouse #2 32400 CR 473	1184517	Roll Up Doors (4) 12' x 10'				
			4	\$	\$	\$
Fire Station 59 (was 65) 1201 Lewis Road	2851830	Roll Up Doors (4) 12' x 13' Motorized				
			4	\$	\$	\$
Fire Station 70 (was 53) 531 Sunnyside Drive	2664410	Overhead Doors (3) 12'6 x 13'6 Motorized				
			3	\$	\$	\$
Fire Station 71 (was 51) 11305 Park Avenue	1180503	Roll Up Door (1) 12'6 x 14' Motorized				
			1	\$	\$	\$
		Overhead Doors (4) 10' x 10' Motorized 10' x 10'				
			3	\$	\$	\$
			1	\$	\$	\$
Fire Station 72 (was 52) 12340 CR 44	2562650	Overhead Doors (4) 12' x 14'6 Motorized				
			4	\$	\$	\$
Fire Station 82 (was 85)	2841567	Roll Up Doors (4)				

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 13-0428

23439 US Hwy 27		12' x 12' Motorized	3	\$	\$	\$
		12' x 12'	1	\$	\$	\$
Pear Park - Maintenance Building	1296366	Roll Up Doors (2)				
5336 University Avenue		10' x 9'	2	\$	\$	\$
Pear Park - Office Building	1296366	Roll Up Door (1)				
5337 University Avenue		6' x 7'	1	\$	\$	\$
Sheriff's Aircraft Hangar	1680867	Roll Up Door (1)				
328-340 Echo Drive		12' x 12'	1	\$	\$	\$
		Sliding Door (1)				
		60' x 16'	1	\$	\$	\$
Vehicle Maintenance Battery Shop	1171245	Roll Up Door (8)				
2300 W. Griffin Road		6' x 9'	8	\$	\$	\$
Vehicle Maintenance Heavy-duty Shop	1171245	Roll Up Doors (6)				
2300 W. Griffin Road		10' x 10'	5	\$	\$	\$
		3' x 4'	1	\$	\$	\$
		Overhead Door (1)				
		10' x 10'	1			
Vehicle Maintenance Light-duty Shop	1171245	Roll Up Doors (5)		\$	\$	\$
2300 W. Griffin Road		10' x 10'	5	\$	\$	\$
Minneola						
Minneola Park	3871758	Roll Up Doors (4)				
1300 Fosgate Street		10' x 10'	2	\$	\$	\$
		6' x 6'	2	\$	\$	\$
Area II Road Maintenance	1659388	Overhead Doors (3)				
609 Disston Avenue		14' x 14'	3	\$	\$	\$
Mt. Dora						
Fire Station 78	3844903	Overhead Doors (4)				
16345 CR 448		14' x 14' Motorized	4	\$	\$	\$
Paisley						
Ellis Acres	1744903	Overhead Door (1)				
25302 CR 42		18' x 7' Motorized	1	\$	\$	\$
Fire Station 13 (was 21)	2606690	Overhead Doors (4)				
25250 CR 42		14' x 14' Motorized	4	\$	\$	\$
Tower-Station 13	2606690	Overhead Door (1)				
25250 CR 42		7' x 7'	1	\$	\$	\$
Pine Lakes						
Fire Station 15 (was 35)	1536715	Roll Up Doors (4)				
40601 Palm Drive		12' x 12' Motorized	4	\$	\$	\$
Sorrento						

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

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Fire Station 39 (was 31)	1361842	Overhead Doors (3)				
31431 Walton Health		12' x 12' Motorized	3	\$	\$	\$
Tavares						
Ag Center Greenhouses	1391105	Roll Up Door (1)				
30208 SR 19		9' x 7'	1	\$	\$	\$
Animal Control	3701267	Overhead Door (1)				
28123 CR 561		20' x 9'	1	\$	\$	\$
		Roll Up Door (1)				
		8' x 8'	1	\$	\$	\$
Central Energy Plant - 1990	1686083	Roll Up Door (1)				
551 W. Main St. (CEP 90)		9'6 x 9'6	1			
Central Energy Plant - 2009	1277434	Overhead Doors (7)				
445 W. Alfred Street		10'6 x 12'6	7	\$	\$	\$
		Roll Up Door (1)				
		10'6 x 10'6 Motorized	1	\$	\$	\$
County Administration Building	1276489	Roll Up Counter Gate 1st Floor (1)				
315 W. Main St. (Bldg. A)		15'6 x 6' Motorized	1	\$	\$	\$
		Roll Up Counter Gate 5th Floor (4)				
		6'6 x 9'6 Motorized	1	\$	\$	\$
		7' x 9'6 Motorized	1	\$	\$	\$
		7'6 x 9'6 Motorized	2	\$	\$	\$
Detention Center	1686083	Roll Up Doors (8)				
551 W. Main Street		13' x 16'6 Motorized	3	\$	\$	\$
		9' x 10' Motorized	1	\$	\$	\$
		10' x 13' Motorized	1	\$	\$	\$
		15' x 16'6 Motorized	2	\$	\$	\$
		15'6' x 16'6 Motorized	1	\$	\$	\$
Environmental Lab	1441421	Roll Up Door (1)				
13100 County Landfill Road		4' x 8'	1	\$	\$	\$
E-Waste Storage	1441421	Overhead Door (1)				
13148 6c County Landfill Road		9' x 10'	1	\$	\$	\$
		Roll Up Doors (2)				
		9' x 10'	2	\$	\$	\$
E-Waste Shed Storage (Behind E-Waste Building)	1441421	Roll Up Door (1)				
13148 County Landfill Road		8' x 6'6	1	\$	\$	\$
Haz-Mat Shed	1441421	Roll Up Door (1)				
13100 County Landfill Road		9' x 6'6	1	\$	\$	\$

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

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Judicial Center 550 W. Main Street	1277434	Roll Up Door (1)				
		15'6 x 9'6 Motorized	1	\$	\$	\$
		Roll Up Counter Gate (1)				
		10' x 9' Motorized	1	\$	\$	\$
		Sliding Gate (1) 24' x 8' Motorized (No Keypad – Wireless Remote Operators)	1	\$	\$	\$
Mosquito Control 401 S. Bloxham Avenue	1376742	Roll Up Doors (3)				
		10' x 12'	2	\$	\$	\$
		10' x 10'	1	\$	\$	\$
		Overhead Doors (2)				
		12' x 12'	2			
Parking Garage 200 N. Sinclair Avenue	2534770	Roll Up Gate (1)				
		9' x 9' Motorized	1	\$	\$	\$
		Roll Up Gates (2)				
		26' x 9' Motorized	2	\$	\$	\$
Prelude 551 W. Main Street	1686083	Roll Up Doors (2)				
		12'6 x 15'6 Motorized	2	\$	\$	\$
Property Records Storage 313 SW. Bloxham Avenue	1376742	Roll Up Door (1)				
		12' x 12'	1	\$	\$	\$
Sheriff's Administration Building 360 Ruby Street	1276471	Roll Up Doors (6)				
		12'6 x 12' Motorized	2	\$	\$	\$
		12'6 x 8' Motorized	4	\$	\$	\$
Sheriff's Work Farm 13003 County Landfill Road	1441421	Roll Up Door on Shed (1)				
		8' x 7'	1	\$	\$	\$
		Roll Up Doors (2)				
		10' x 10'	2			
Special Projects Facility 12835 County Landfill Road	1111935	Roll Up Doors (2)				
		18' x 14'	2	\$	\$	\$
Traffic Operations 28127 CR 561	3701259	Roll Up Doors (2)				
		10' x 10'	2	\$	\$	\$
		Roll Up Doors (2)				
		14' x 14'	2	\$	\$	\$
		Roll Up Door (1)				
		8' x 8'	1	\$	\$	\$
WMFO 12835 County Landfill Road	1111935	Roll Up Doors (2)				
		8' x 8'	2	\$	\$	\$
Umatilla						

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 13-0428

Area III Road Maintenance 19720 5th Street	2809981	Roll Up Doors (2) 11'6 x 12'				
			2	\$	\$	\$
Fire Station 19 (was 47) 38816 Carroll Street	2945117	Overhead Door (2) 12' x 12' Motorized 12' x 12'				
			1	\$	\$	\$
			1	\$	\$	\$
Fire Station 20 (was 43) 37711 SR 19	1428459	Roll Up Doors (6) 12' x 12' Motorized 12' x 12'				
			5	\$	\$	\$
			1	\$	\$	\$
Park - North Lake (Soccer Concession) 40420 Roger Giles Road	1061393	Roll Up Door (1) 5' x 4' Motorized				
			1	\$	\$	\$
Park - North Lake (Baseball Concession) 40400 Roger Giles Road	1222028	Roll Up Door (1) 8' x 4' Motorized				
			1	\$	\$	\$
Park - North Lake (Maintenance) 40430 Roger Giles Road	1222028	Roll Up Door (1) 9' x 8' Motorized				
			1	\$	\$	\$
Fire Station 76 (was 81) 8819 CR 48	2788453	Roll Up Doors (3) 12' x 12' Motorized				
			3	\$	\$	\$
		Overhead Door (1) 12' x 12' Motorized				
			1	\$	\$	\$
Total Annual Cost for all Doors				\$		

ADDITIONAL COSTS FOR NEW OR REPLACEMENT UNITS AND MISC. ABUSE AND MISUSE WORK	
Lead worker – regular business hours (8am-5pm) - Cost per hour	\$
Helper - regular business hours (8am-5pm) - Cost per hour	\$
Lead worker – after regular business hours - Cost per hour	\$
Helper – after regular business hours - Cost per hour	\$
Materials to be supplied at actual cost plus Contractor's mark-up percentage	_____ %

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: _____

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

VENDOR PROFILE FORM

1. Bidder Name & Address: 	1d. Licensed to do business in the State of Florida? _____ Yes _____ No
	1e. Name, Title & Telephone Number of Principal to Contact
	1f. Address of office to perform work, if different from Item 1
1a. FEIN # _____	
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume. 	
3. The foregoing is a statement of facts. Signature: _____ Date: _____ _____ (Typed or Printed Name) (Title)	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u>	<u>Contact Person:</u>
	<u>Title:</u>
Completion Date (Actual or Estimated) _____	<u>Telephone Number</u>
Project Cost: \$ _____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	